

Verivest Sample

OFFICER'S CERTIFICATE
FOR
BORROWER INCREASE

November 8, 2022

To: XYZ Bank

Ladies and Gentlemen:

Reference is made to that certain Master Loan and Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") dated as of January 15, 2022, between Fund Name, LLC ("Borrower") and XYZ Bank ("Lender"). Capitalized terms used but not defined in this Certificate shall have the meanings ascribed to such terms in the Loan Agreement.

Pursuant to Section 2.01(c) of the Loan Agreement, Borrower hereby requests a Borrower Increase in the amount of \$5,000,000 such that, from and after the date of such Borrower Increase, the Maximum Credit will be \$35,000,000. In connection with this Borrower Increase request, the undersigned Responsible Officer of Borrower hereby certifies that:

1. no Default or Event of Default has occurred and is continuing, or shall occur as a result of the Borrower Increase;
2. the representations and warranties made in the Loan Agreement and the other Loan Documents are true and complete in all material respects with the same force and effect as if made on and as of such date (or, to the extent any such representation or warranty specifically relates to an earlier date, such representation or warranty is true and complete in all material respects as of such earlier date); and
3. **as a condition to the effectiveness of the Borrower Increase, Borrower shall deliver to Lender (i) a new Note in the amount of the Maximum Credit (after giving effect to the Borrower Increase) and (ii) a fee in the amount of \$25,000, which fee represents one-half percent (0.50%) of the requested Borrower Increase.**

[Signature Page Follows]

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IN WITNESS WHEREOF, this Certificate is executed by the undersigned as of the date first set forth above.

Fund Name, LLC
a Delaware limited liability company

By: **Fund Manager, LLC**
a Delaware limited liability company
Its: **Manager**